

**PAKISTAN TELECOMMUNICATION AUTHORITY**

**PTA Headquarters Building, F-5/1 Islamabad, Pakistan**

*(www.pta.gov.pk)*

Licence No. LL- \_\_\_\_\_

Dated: \_\_\_\_\_

**LOCAL LOOP LICENCE ISSUED UNDER SECTION 21 OF THE  
PAKISTAN TELECOMMUNICATION (RE-ORGANIZATION) ACT, 1996**

The Pakistan Telecommunication Authority (“Authority”) hereby grants a non-exclusive licence

to: *[insert name address]* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (the “Licensee”)

to provide the Licensed Services in the Licensed Region and to establish, maintain and operate a  
Telecommunication System, subject to the terms and conditions contained herein.

For and on behalf of the Authority,

\_\_\_\_\_  
**DIRECTOR GENERAL (Licensing)**

*DRAFT II Notice*

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## **ARTICLE 1 - GRANT OF LICENCE**

### **1.1 SCOPE OF THE LICENCE**

1.1.1. This Licence authorizes the Licensee

- (a) to provide the Licensed Services in the Licensed Region described in Appendix 1, and
- (b) to establish, maintain and operate the Licensed Telecommunication System.

1.1.2. The Licensee shall provide the following Mandatory Services in each Licensed Region:

- (a) Basic Public Telephone Access Service, including:
  - (i) access to emergency services,
  - (ii) access to directory enquiry services,
  - (iii) access to operator assistance services, and
  - (iv) access to Long Distance And International Public Voice Telephone Services.
- (b) such other Telecommunication Services as the Authority may, by Regulation, require.

1.1.3. This Licence does not authorize the following:

- (a) The provision of Telecommunication Services outside a Licensed Region,
- (b) The interconnection of the Telecommunication System of the Licensee to the Telecommunication System of a service provider that provides telecommunication services outside Pakistan,
- (c) Distribution of radio or television programming by means of a cable television transmission system,
- (d) Broadcasting of radio or television programming,
- (e) Mobile Communication Service, other than Limited Mobility Communication Service,
- (f) Telecommunication Service by means of a space station transmission facility orbiting the earth, except for VSAT Services for communication exclusively within the Licensed Region,

- (g) Such other activities or Telecommunication Services as the Authority may, by Regulation, prohibit.
- 1.1.4. The Licensee shall not provide any Telecommunication Service that is not authorized in this Licence, except pursuant to a separate licence or other proper authorization from the Authority.
- 1.1.5. For greater certainty, in providing a Limited Mobility Communication Service using the Telecommunication System, the Licensee shall:
- (a) only enable a customer to access a designated single radio base station,
  - (b) only change the designated radio base station with the consent of the customer,
  - (c) not change the designated radio base station until at least 5 days after the agreement to such a change is made with the customer,
  - (d) not subsequently change the designated radio base station until at least 5 days after implementation of a prior change in the designated radio base station,
  - (e) follow the numbering plan for Basic Public Telephone Access Services adopted by the Authority,
  - (f) not authorize or facilitate a customer of its Limited Mobility Communication Service to authenticate or use Terminal Equipment with the Mobile Communication Service of another Operator,
  - (g) not permit the use with its Limited Mobility Communication Service of Terminal Equipment that is authenticated for, or permitted to be used with, the Mobile Communication Service of another Operator, and
  - (h) not enter into any agreement or arrangement to jointly bill a customer for the Licensee's Limited Mobility Communication Service and another Operator's Mobile Communication Service provided to that customer.
- 1.1.6. The Licensee shall provide access to Long Distance And International Public Voice Telephone Service, Freephone Service and Premium Rate Service only through the interconnection of its Telecommunication System with the Telecommunication System of another Operator duly licensed by the Authority to provide Long Distance And International Public Voice Telephone Services. However, as an exception to the foregoing, the Licensee may use its Telecommunication System to provide Public Voice Telephone Services, Freephone Service and Premium Rate Service between points that are located wholly within a single Licensed Region to customers that also receive Mandatory Services from the Licensee.
- 1.1.7. For greater certainty, the Licensee shall not provide Long Distance Telecommunication Service by means of the interconnection of Licensee's Telecommunication System to the Telecommunication System of another Operator

that is authorized by the Authority under a licence that is similar in scope to this Licence, to provide Basic Public Telephone Access Service outside a Licensed Region (including, without limitation, the Licensee).

- 1.1.8. The Licensee shall notify the Authority at the time that the Licensee begins to offer a new category of Licensed Services, other than Mandatory Services, not previously offered by the Licensee. In its notice, the Licensee shall describe the new category of Licensed Services and the expected date that they will begin to be offered commercially by the Licensee.
- 1.1.9. Upon being informed by the Authority that an Operator's licence from the Authority to provide a Telecommunication Service or to establish, maintain and operate a Telecommunication System, is suspended or terminated, the Licensee shall as promptly as practical in the circumstances, disconnect its Telecommunication System from the Telecommunication System of that Operator, and discontinue using the Telecommunication Service of that Operator, until such time as the Authority informs the Licensee that the Operator's licence from the Authority is restored or renewed.

## **1.2 EFFECTIVE DATE AND TERM OF THE LICENCE**

- 1.2.1. This Licence shall come into force on the Effective Date and shall be valid for a term of 20 (twenty) years.
- 1.2.2. If the Licensee wishes to renew the Licence at the expiration of the initial term, it shall submit to the Authority a written request to renew the License at least 30 months prior to the expiration of the initial term.
- 1.2.3. Within 3 months after the receipt of the Licensee's notice pursuant to section 1.2.2, the Authority shall either
  - (a) renew the Licence on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, or
  - (b) give written notice to the Licensee stating that the Authority may not renew the Licence and provide reasons thereof, which may include the Licensee's repeated, grave or continuing violations of the terms and conditions of this Licence, the Act, Rules or Regulations during the initial term of the Licence. The Licensee shall be given 60 days to make written representations in response to the Authority's show cause notice. Within 30 days after the conclusion of such 60 day period, the Authority shall hold a hearing at which the Licensee may make representations in response to the Authority's show cause notice. The Licensee may, as part of its representations, indicate the further licence conditions it is prepared to accept to reduce the likelihood of continued or further violations of the terms and conditions of this Licence, the Act, Rules or Regulations. Following such hearing, the Authority shall, within 15 days, give its determination either

- (i) that the Authority has determined not to renew the Licence at the expiration of the initial term, and provide its reasons for making such a determination, or
- (ii) to renew the Licence on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, or
- (iii) to renew the Licence on such terms and conditions as are consistent with the policy of the Federal Government at that time, to come into effect at the conclusion of the initial term, and including such additional terms as the Authority considers appropriate to reduce the likelihood of continued or further violations of the terms and conditions of this Licence, the Act, Rules or Regulations.

1.2.4. Within 30 days after receiving notice of the Authority's determination to renew the Licence pursuant to section 1.2.3(b)(iii), the Licensee shall notify the Authority either accepting or rejecting the renewal. If the Licensee fails to notify the Authority within the 30 day period, or if the Licensee notifies the Authority rejecting the renewal, this Licence shall expire at the conclusion of the initial term. If the Licensee notifies the Authority accepting the renewal, this Licence shall expire at the conclusion of the initial term and the renewed licence shall take effect thereafter.

## **ARTICLE 2 - RIGHTS OF THE LICENSEE**

### **2.1 NUMBERS AND SHORT CODES**

- 2.1.1. The Licensee has the right to request geographic and non-geographic numbers, as well as short codes, in accordance with the national numbering plan developed by the Authority, for use in the provision of the Licensed Services.
- 2.1.2. The Licensee shall allocate individual numbers to customers from the blocks allocated to it by the Authority and shall maintain suitable records of its utilisation of numbering capacity, subject to the following:
  - (a) The blocks of numbers and short codes allocated to the Licensee and the individual numbers allocated by the Licensee to its customers are a national resource; and
  - (b) Allocation of a number does not confer ownership of the number by the customer. However, an allocation conveys an ongoing right of use and an expectation of at least a three-month notice period should it be necessary to withdraw or to change allocated numbers.

### **2.2 NO IMMEDIATE REQUIREMENTS TO PROVIDE CERTAIN SERVICES**

- 2.2.1. If the Authority determines, pursuant to the Rules, that a Licensee possesses SMP in a relevant market, the Licensee shall comply with orders of the Authority that are

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intended to promote competition in respect of that relevant market or markets ancillary thereto, including without limitation orders to:

- (a) provide access to its ducts, poles, towers, space and co-location in switching centres or other similar facilities for use by other Operators, or
- (b) make available to its customers, indirect access (carrier selection) to Long Distance And International Public Voice Telephone Services provided by other Operators.

## **2.3 NUMBER PORTABILITY**

- 2.3.1. The Licensee shall not be required to make available number portability to its customers or other Operators unless and until the Authority, by Regulation, so requires.

## **ARTICLE 3 - OBLIGATIONS OF THE LICENSEE**

### **3.1 COMPLIANCE WITH LAW**

- 3.1.1. This Licence is subject to the terms and conditions contained herein and to the Act, Rules and Regulations respectively. In the event of any conflict or inconsistency between the provisions of this Licence, and the provisions of the Act, Rules or Regulations, the provisions of the Act, Rules and Regulations shall prevail.
- 3.1.2. The Licensee shall establish and operate its Telecommunication System to provide the Licensed Services, in compliance with the laws of Pakistan.
- 3.1.3. The Licensee shall at all times co-operate with the Authority and its authorized representatives in the exercise of the powers, functions and responsibilities assigned to the Authority under the Act. The Licensee shall comply with all orders, determinations, directions and decisions of the Authority.

### **3.2 NETWORK ROLLOUT**

- 3.2.1. The Licensee shall establish at least one Network Connection Point in each Licensed Region and commence the provision of Mandatory Services in each Licensed Region within 18 (eighteen) months from the Effective Date.

### **3.3 RESEARCH AND DEVELOPMENT FUND CONTRIBUTION**

- 3.3.1. In any Financial Year of the Licensee, the Licensee shall make a contribution to the Research and Development Fund established by the Federal Government in the amount calculated by Calculated on the basis of 1% of the Licensee's annual gross revenue from Licensed Services for the most recently completed Financial Year of the Licensee minus inter-operator payments and related PTA/FAB mandated payments. However initial license fee and initial spectrum fee shall not be deducted from the gross revenue.

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### **3.4 UNIVERSAL SERVICE FUND CONTRIBUTION**

- 3.4.1. In addition to the contribution under 3.3.1, the Licensee shall contribute to the Universal Service Fund in an amount calculated by Calculated on the basis of 1.5% (or such lesser amount as determined by the Rules) of the Licensee's annual gross revenue from Licensed Services for the most recently completed Financial Year of the Licensee minus inter-operator payments and related PTA/FAB mandated payments. However initial license fee and initial spectrum fee shall not be deducted from the gross revenue.

### **3.5 ACCESS TO EMERGENCY SERVICES**

- 3.5.1. The Licensee shall provide its customers that use Basic Public Telephone Access Services with access to emergency services, including direct operator assistance or automatic connections to local police, fire and ambulance assistance by means of a simple telephone number with operator standby assistance available in case of automated systems failure. The Licensee shall comply with other requirements imposed by the Authority in relation to emergency services.

### **3.6 DIRECTORY INFORMATION**

- 3.6.1. The Licensee shall provide directory enquiry service to its customers, consisting of access to current information as the telephone numbers of its customers and the customers of other cooperating Operators, except for those customers that request not to have such information publicly disclosed. The Licensee shall not charge customers for directory assistance service on a call by call basis.
- 3.6.2. The Licensee shall, on an annual basis, provide printed directories to its customers. Printed directories shall contain information regarding the names and telephone numbers of the Licensee's customers and the customers of other cooperating Operators, except for those customers that request not to have such information publicly disclosed.
- 3.6.3. The Licensee shall permit other Operators to access its directory information, consisting of customer name, address and telephone number, except for those customers that request not to have such information publicly disclosed, in order to permit such Operators to offer their own directory enquiry service and to print telephone directories. The Licensee shall negotiate the pricing, terms and conditions of such access with other Operators that request the same. If the Licensee and another Operator are unable to agree on the pricing, terms and conditions of such access, either Operator may refer the matter to the Authority for a decision.

### **3.7 ALTERATION OF NETWORK**

- 3.7.1. The Licensee shall, within such reasonable time and in such manner as may be directed by the Authority, and at its own expense, alter the course, depth, position or mode of attachment of any apparatus forming part of its Telecommunication System.

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## ARTICLE 4 - FEES AND OTHER CHARGES

### 4.1 PAYMENT OF FEES

4.1.1. The Licensee shall pay the following initial fees to the Authority prior to the Effective Date:

- (a) Initial licence fees, US \$ 10,000/- or Pakistan Rupees 580,000 (five hundred and eighty thousand) for each Licensed Region identified in Appendix 1 hereto, and
- (b) Initial spectrum fees, the amount specified in Appendix 2 annexed hereto.

4.1.2. The Licensee shall pay the following annual regulatory fees to the Authority:

- (a) Calculated on the basis of 0.5% (or such lesser amount as the Authority may, by Regulations, determine) of the Licensee's annual gross revenue from Licensed Services for the most recently completed Financial Year of the Licensee minus inter-operator payments and related PTA/FAB mandated payments. However initial license fee and initial spectrum fee shall not be deducted from the gross revenue.
- (b) The amount of the annual fees referred to in Appendix 2 annexed hereto, and
- (c) An annual fee in respect of numbers allocated to the Licensee, determined as follows, or by the Authority through Regulation. For each number allocated to the Licensee at end of the Licensee's Financial Year, the Licensee shall pay the following amount:

<u>Number Category</u>	<u>Annual Fee</u>
Seven (or higher) digit number (including Freephone Service and Premium Rate Service numbers)	Rs 0.50
Six digit number	Rs 5.00
Five digit number	Rs 50.00
Four digit number	Rs 500.00
Three digit number and short codes	Rs 5,000.00

4.1.3. In addition to the fees payable hereunder, the Licensee shall pay to the Authority all fees required to be paid under the Act, Rules and Regulations.

## **4.2 GENERAL CONDITIONS CONCERNING FEES**

- 4.2.1. The Licensee shall pay all annual fees to the Authority and make contributions referred to in section 3.3.1 and 3.4.1 within 120 days of the end of the Financial Year to which such fees relate.
- 4.2.2. The Licensee shall make all contributions referred to in sections 3.3.1 and 3.4.1 within 120 days of the end of the Financial Year to which such contributions relate.
- 4.2.3. In addition to any other remedies available to the Authority, late payment of fees shall incur an additional fee calculated at the rate of 2% per month on the outstanding amount, for each month or part thereof from the due date until paid.
- 4.2.4. The Licensee shall annually submit to the Authority audited financial statements in support of its calculations of annual fees and contributions payable pursuant to this Article 4. The Authority shall have the right to audit such statements at any time.

## **ARTICLE 5 - RADIO FREQUENCY SPECTRUM**

### **5.1 RADIO FREQUENCY SPECTRUM ASSIGNED TO THE LICENSEE**

- 5.1.1. From the Effective Date, the radio frequency spectrum described in Appendix 2 is assigned to the Licensee. In relation to the radio frequency spectrum so assigned to the Licensee, the Licensee shall comply with the terms and conditions of this Licence, and any technical parameters, terms and conditions appearing in Appendix 2.
- 5.1.2. Notwithstanding section 1.2, the assignment of radio frequency spectrum to the Licensee shall terminate upon the expiry of a period of 20 years from the Effective Date, unless earlier terminated pursuant to this Licence or pursuant to the requirements of law.
- 5.1.3. Upon the expiry of the period of 20 years referred to in section 5.1.2, the assignment of radio frequency spectrum to the Licensee may be extended for a period of time, and on such terms and conditions, as are consistent with the policy of the Federal Government at that time. However, neither the Board nor the Authority shall be under an obligation to effect such an extension.
- 5.1.4. Upon termination of the assignment to the Licensee of radio frequency spectrum, the Licensee shall cease using any apparatus or device that emits or receives any radiocommunication in the band of that radio frequency spectrum, and shall cause its customers to discontinue using any such apparatus or device.

### **5.2 USE OF SPECTRUM**

- 5.2.1. The Licensee shall comply with the following terms and conditions relating to radio frequency spectrum assigned to the Licensee:

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- (a) The Licensee shall report to the Board such information as the Board may require concerning the assigned radio frequency spectrum and its use.
- (b) The Licensee shall only use the assigned radio frequency spectrum in its own operations, and it shall not lease, sub-licence, allocate, assign or otherwise make available the use of the assigned radio frequency spectrum to another Operator.
- (c) If, in the opinion of the Board, the Licensee is not efficiently using the full capacity of the assigned radio frequency spectrum, the Licensee shall, upon request of the Board, share use of assigned radio frequency spectrum with one or more other Operators designated by the Board on terms and conditions as the Board may designate. Where the assignment of radio frequency spectrum to the Licensee has occurred pursuant to an auction in which the Licensee paid in respect of initial fees hereunder and referred to in Appendix 2, more than the minimum reserved amount for the right to the assignment of the radio frequency spectrum, the Licensee will not be required to comply with the foregoing provision of this clause (c) during an initial term of 10 (ten) years after the assignment of the radio frequency spectrum to Licensee.
- (d) The Board shall have the right, exercisable at any time, to terminate the assignment to the Licensee of the radio frequency spectrum described in Appendix 2 if the Board determines that the Licensee is not complying with the requirements applicable to such radio frequency spectrum and which are set forth in section 1.2 and 1.3 of Appendix 2. Upon such termination by the Board, any rights granted to the Licensee hereunder to use the radio frequency spectrum shall also terminate.
- (e) The Licensee shall use assigned radio frequency spectrum in compliance with all national, regional, intergovernmental and international arrangements in effect from time to time that are designed to reduce radio interference among service providers.
- (f) At all times, the Licensee shall implement all commercially reasonable measures to optimise the efficiency and effectiveness of its use of the radio frequency spectrum assigned to it.

### **5.3 REASSIGNMENT OF FREQUENCIES**

- 5.3.1. The Board may, in order to comply with international radio frequency spectrum co-ordination requirements, ITU assignments or reassignments, or generally in the course of regulating the radio frequency spectrum in the best interests of Pakistan, reassign radio frequency spectrum assigned to the Licensee or require the Licensee to surrender the assignment of radio frequency spectrum assigned to it and which is not reasonably required for the continued operation of the Licensed Services. In such cases, the Licensee shall be entitled to consult with the Board before any such action is taken and the Licensee shall be entitled to reasonable time and, where applicable, the assignment

of appropriate alternative radio frequency spectrum, to permit the Licensee to carry on its business without unreasonable costs or disruptions.

- 5.3.2. If, pursuant to section 5.3.1, the Board requires that the Licensee change the radio frequency spectrum assigned to it, or surrender its rights in respect of radio frequency spectrum assigned to it, and the Board re-assigns the radio frequency spectrum to another Operator within three years after the date established by the Board as the last date that the Licensee may use any apparatus or device that emits or receives any radiocommunication in the band of the radio frequency spectrum, the Board shall require the other Operator to compensate the Licensee for
- (a) its reasonable costs incurred as a result of such change or surrender, as determined by the Board, and
  - (b) for radio frequency spectrum referred to in Appendix 2, the fraction of the initial fees referred to in Appendix 2 in respect of the re-assigned radio frequency spectrum, where the fraction is calculated by the following formula:  $(20 - TT) \text{ divided by } 20$ , where TT is the period of time, expressed in years, between the Effective Date and the date established by the Authority as the last date on which the Licensee may use any apparatus or device that emits or receives any radiocommunication in the band of the radio frequency spectrum.
- 5.3.3. At such time as the Licensee changes or surrenders radio frequency spectrum, or is required by the Board to do so, pursuant to this section 5.3, the assignment by the Board of the radio frequency spectrum to the Licensee shall terminate. Upon such termination by the Board, any rights granted to the Licensee hereunder to use the radio frequency spectrum shall also terminate.

## **5.4 RADIO APPARATUS**

- 5.4.1. The Licensee shall operate radiocommunication apparatus and devices in compliance with all requirements of the Board pertaining to emissions, frequencies of operation, technical characteristics, power and aerial characteristics.

## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 OPERATION OF LICENSED SERVICES**

- 6.1.1. The Licensee shall ensure that its Telecommunication System and the Licensed Services do not cause any damage to, or interference with, any Telecommunication System or Telecommunications Services of any other Operator.
- 6.1.2. The Licensee shall conduct its operations and shall establish its Telecommunication System in a manner so that it is not a safety hazard and is not in contravention of any law, rule or regulation.

## **6.2 DISCONTINUATION OF SERVICES**

- 6.2.1. The Licensee shall not discontinue providing the Licensed Services or a category of Licensed Services unless (a) the Licensee gives the Authority and affected customers at least 90 days prior written notice of such discontinuation, and (b) Authority's prior written approval to such discontinuation is obtained.

## **6.3 MONITORING**

- 6.3.1. The Licensee shall provide, at its own cost, suitable equipment at premises designated by the Authority, in order to measure and record traffic, billing and quality of service in a manner specified by the Authority. The Licensee shall provide the Authority with access to such equipment, and the information generated by such equipment.

## **6.4 INFORMATION**

- 6.4.1. The Licensee shall furnish to the Authority such information as the Authority may request regarding the Licensee's network plan, network and terminal standards, links utilized, financial information, costs and accounts or any such other information as the Authority may from time to time require in connection with its functions, powers and responsibilities.
- 6.4.2. The Licensee shall maintain such books and records as the Authority may require. The Authority shall give the Licensee a reasonable period of time, not to exceed 120 days, to implement appropriate routines and systems to comply with any such requirement imposed by the Authority. Upon request by the Authority, the Licensee shall make its books and records available for inspection by the Authority.
- 6.4.3. The Licensee shall maintain financial records and books of accounts in accordance with the laws of Pakistan. The Licensee shall submit audited financial statements, including at a minimum statements of profit and loss and assets and liabilities, to the Authority within 120 days of the closing date of Financial Year of the Licensee.
- 6.4.4. The Authority shall take reasonable steps to maintain the confidentiality of information in writing that is disclosed to it by the Licensee and which is clearly indicated as confidential, except that the Authority may disclose information where the Authority determines that the public interest in disclosure outweighs the Licensee's interest in maintaining the confidentiality of such information.

## **6.5 QUALITY OF SERVICE**

- 6.5.1. The Licensee shall at all times meet or exceed the quality of service standards described in Appendix 3 and such other quality of service standards as the Authority may, by Regulation, require. The Licensee shall maintain records of its performance in meeting these quality of service standards, and shall submit them to the Authority on a quarterly basis in such format as the Authority may require. The Licensee shall maintain supporting records for inspection and technical audit as and when required

by the Authority. The Licensee shall maintain all such records for a period of three years.

- 6.5.2. The Authority may carry out tests on the quality of the Licensed Services and the Licensee's Telecommunication System and the Licensee shall extend full co-operation and assistance for the purpose including provision of test instruments, equipments, etc.

## **6.6 INSPECTION**

- 6.6.1. The Licensee shall allow inspection of any premises by an authorized representative of the Authority or the Board at any time and furnish to the representative such information as may be required by such representative.

## **6.7 NATIONAL SECURITY**

- 6.7.1. The Licensee shall comply with the national security and other requirements of section 54 of the Act and any other national security requirements under any other law.

## **6.8 CALL RECORDS**

- 6.8.1. The Licensee shall maintain call records including called and calling numbers, date, duration and time, with regard to the communications made on its Telecommunication System for a period of at least one year for scrutiny by or as directed by the Authority or required by security agencies under law.

## **6.9 NETWORK STANDARDS**

- 6.9.1. The Licensee shall use any type of network equipment, including circuit and/or packet switches, that meets the relevant ITU or other telecommunication standards recognized by the Authority.
- 6.9.2. The Licensee shall ensure that its network is at all times interoperable and interconnectable with the networks of other Operators. If the Licensee implements any new equipment or protocols in its network, the Licensee shall bear the cost of any modifications to its network to maintain such interoperability and interconnectability with the networks of other Operators.

## **6.10 TYPE APPROVAL OF TERMINAL EQUIPMENT**

- 6.10.1. The Licensee shall not install or connect, or permit the installation or connection of, any Terminal Equipment unless the Terminal Equipment is (a) type approved, or otherwise permitted by the Authority, (b) type approved by a recognized telecommunication equipment type approval agency or a recognized telecommunication equipment testing laboratory in a member country of the Organization of Economic Cooperation and Development (OECD). The Licensee shall not install or connect, or permit the installation or connection of, any Terminal Equipment or type of Terminal Equipment prohibited by the Authority.



## **6.11 COMMENCEMENT CERTIFICATE**

- 6.11.1. The Licensee shall not provide any Licensed Services to customers, or accept any payment from customers in respect of Licensed Services to be provided by the Licensee, until the Licensee has obtained from the Authority a commencement certificate evidencing that the Authority is satisfied that the Licensee has established its Telecommunication System, and is able to provide the Licensed Services including Mandatory Services, in accordance with the description in the Licensee's application for this Licence previously submitted to the Authority and at a level of quality and reliability that is consistent with international industry best practices.
- 6.11.2. The Licensee shall give 30 days prior written notice to the Authority of the date on which the Licensee intends to commence providing Mandatory Services to customers. The Licensee shall cooperate with the Authority in its investigation of its Telecommunication System and the Licensed Services in connection with the issuance by the Authority of a commencement certificate.

## **ARTICLE 7 - RELATIONS WITH CUSTOMERS**

### **7.1 STANDARD CONTRACT OF SERVICE**

- 7.1.1. The Licensee shall prepare a standard contract of service for use with individual customers. The Licensee shall file the standard contract, and amendments thereto from time to time, with the Authority for its approval. The Authority shall approve the standard contract if it contains the terms and conditions described in section 7.2.1, and it contains terms and conditions that are not unduly burdensome.
- 7.1.2. The standard contract, as approved by the Authority, shall apply to all individual customers that obtain Basic Public Telephone Access Service from the Licensee.
- 7.1.3. Prior to providing Basic Public Telephone Access Service to individual customers, the Licensee shall enter into a contract with such individual customers in accordance with the standard form contract approved by the Authority.
- 7.1.4. Upon application by the Licensee, the Authority may waive compliance by the Licensee with the provisions of section 7.1.3 herein subject to such terms and conditions as the Authority may impose.
- 7.1.5. The Licensee may enter into agreements with corporate customers for the provision of Licensed Services on terms that are negotiated between the Licensee and such customers.

### **7.2 CONTENTS OF THE STANDARD CONTRACT OF SERVICE**

- 7.2.1. The standard contract shall include, at a minimum, the following terms and conditions:
- (a) Deposits and alternative methods of providing security for payment where reasonably required, provided that in no circumstances may such deposits or

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security exceed the charges reasonably anticipated to be incurred by the customer within a three (3) month period,

- (b) Pricing or mechanisms by which prices are determined,
- (c) Privacy of communications,
- (d) Confidentiality of customer information,
- (e) Refunds or other rebates for service problems or over-billing,
- (f) Payment terms, including any applicable interest or administration charges,
- (g) Minimum contract period, and
- (h) Customer and Licensee rights of termination.

### **7.3 COMPLAINT SYSTEM**

- 7.3.1. The Licensee shall establish an efficient and easy-to-use system to promptly receive, process and respond to complaints, claims or suggestions by customers of Licensed Services.
- 7.3.2. The Licensee shall make all reasonable efforts to resolve customer complaints or disputes without delay and without recourse to the Authority.
- 7.3.3. If a dispute is filed with the Authority in connection with any dispute between the Licensee and a customer regarding any activity that is the subject of this Licence, the Authority may settle the dispute. Without prejudice to the appeal and revision rights established in section 7 of the Act, the Licensee shall abide by any resulting decision of the Authority.

### **7.4 CONTENT AND FORMAT OF BILLS**

- 7.4.1. The Licensee may determine the content and format of its bills to customers provided that:
  - (a) in relation to a customer, the bill reflects the types of service and the units for which charges are made including, but only to the extent requested by the customer, the starting time of each connection, the number called and the duration and number of units for each call; and
  - (b) the Licensee retains in its records information sufficient:
    - (i) to identify for customers the basis of the amount charged for use of its Telecommunication Services; and
    - (ii) to provide the Authority with an independent quality assurance that the billing process complies with the requirements set out above

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- 7.4.2. The Licensee shall maintain appropriate billing processes to enable the Licensee to comply with the billing requirements in this section 7.4.

## **7.5 CODE OF COMMERCIAL PRACTICE**

- 7.5.1. The Licensee shall publish within six months of the Effective Date, a code of commercial practice approved by the Authority. Once approved by the Authority, the code of commercial practice shall be binding on the Licensee. The code of practice shall include, at a minimum, provisions covering the following issues:

- (a) A commitment to take steps to remedy service interruptions as soon as reasonably possible and to provide reasonable credits to customers for lengthy outages,
- (b) Protection of the privacy of information transmitted over its Telecommunication System,
- (c) Maintenance by Licensee of the confidentiality of customer information,
- (d) Procedures and timing for resolving complaints between Licensee and customers, and
- (e) Availability to customers of information concerning their accounts with the Licensee.

## **7.6 PRIVACY OF COMMUNICATIONS**

- 7.6.1. The Licensee shall not monitor or disclose the contents of any communication conveyed over its telecommunications network except to the extent necessary for the purpose of maintaining or repairing any part of its Telecommunication System or monitoring the Licensee's quality of service, or except as required by law.
- 7.6.2. The Licensee shall take reasonable measures to safeguard its Telecommunication System from unauthorized interception of communication carried on the Telecommunication System.

## **7.7 CONFIDENTIALITY OF CUSTOMER INFORMATION**

- 7.7.1. Except as permitted below, the Licensee shall take all reasonable measures to prevent information about its customers, including information about their business, other than directory information, from being disclosed to third parties, including the Licensee's own subsidiaries, affiliates and associated companies, except information which is required:
- (a) for the process of collection of debts owed to the Licensee,
  - (b) by another Operator in relation to the provision of services to the customer, and provided that the information is disclosed in confidence to that Operator,

- (c) by the Licensee's auditors for the purpose of auditing the Licensee's accounts, or
- (d) for the prevention or detection of crime or the apprehension or prosecution of offenders or as may otherwise be authorised by or under any law of Pakistan.

7.7.2. A Licensee shall be permitted to disclose confidential information about a customer where the Licensee has clearly explained to the customer (a) the nature of the information to be disclosed, (b) the recipients of the information to be disclosed and (c) the purpose for the disclosure, and the customer has provided Licensee with consent to such disclosure.

## **7.8 HARASSING, OFFENSIVE OR ILLEGAL CALLS**

7.8.1. The Licensee shall take all reasonable steps to track and locate the source of harassing, offensive or illegal calls. For that purpose:

- (a) Any customer of the Licensee may request that the Authority or other duly authorized authority in Pakistan authorize a Licensee to monitor calls to the customer's telephone.
- (b) The Authority or other duly authorized authority in Pakistan may direct a Licensee to monitor calls to and from the said customer's telephone.
- (c) The Licensee shall provide to the Authority the information resulting from the monitoring of the call to and from the customer's telephone, including the telephone numbers that are the source of harassing, offensive or illegal calls and the dates of occurrence of such calls and their frequency; and
- (d) The Authority may undertake any appropriate action to protect the public from harassing, offensive or illegal calls and, if necessary, refer the matter to the competent authorities for further action.
- (e) The Licensee shall suspend or terminate service to any customer that is the source of harassing, offensive or illegal calls.

## **ARTICLE 8 - TARIFFS**

### **8.1 NO REGULATION OF PRICES**

8.1.1. Except as otherwise provided in this Licence or as required by law, the Licensee is free to set prices for the Licensed Services as it may deem fit.

8.1.2. If the Authority determines that the Licensee's prices for any Licensed Services are unfair and unreasonable to individual customers, the Authority may regulate Licensee's prices, terms and conditions for those Licensed Services. The Licensee shall comply with the Authority's orders and determinations relating to the Licensee's prices, terms and conditions for those Licensed Services.

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## **8.2 PRICE REGULATION OF OPERATORS WITH SMP**

- 8.2.1. If the Authority determines that the Licensee possesses SMP in a relevant market, the Authority may regulate Licensee's prices, terms and conditions, for those Licensed Services where the Licensee possesses SMP, and any Licensed Services incidental thereto as determined by the Authority. The method of regulation shall be determined by the Authority, subject to compliance with any applicable provisions of the Rules and Regulations, and may include a requirement for prior Authority approval of any price, term or condition, or the maximum or minimum price, or both, for the Licensed Services.

## **8.3 PRICE OF '131' INTERNET ACCESS SERVICE**

- 8.3.1. Commencing on a date to be notified by the Authority at least six months in advance, the Licensee shall offer to its customers that receive Basic Public Telephone Access Service, Internet access service using the "131" dialling sequence at prices, terms and conditions approved by the Authority.

## **8.4 PUBLICATION OF TARIFFS, NOTIFICATIONS AND DISPLAY OF INFORMATION**

- 8.4.1. The Licensee shall comply with all requirements regarding publication of prices, terms and conditions, notifications and display of information, as established by the Authority from time to time.

## **ARTICLE 9 - RELATIONS WITH OTHER OPERATORS**

### **9.1 INTERCONNECTION**

- 9.1.1. Interconnection between the Telecommunication System of the Licensee and the Telecommunication Systems of other Operators is governed by the Interconnection Rules.
- 9.1.2. The Telecommunication System of the Licensee is deemed to be a Connectable System for the purposes of the Interconnection Rules.

## **ARTICLE 10 - INFRACTIONS AND SANCTIONS**

### **10.1 SANCTIONS FOR VIOLATIONS OF THE LICENCE**

- 10.1.1. In addition to the sanctions available under the Act, if the Authority determines that the Licensee has violated a provision of this Licence or the Act, Rules or Regulations, the Authority may by order impose one or more of the following sanctions, which the Licensee shall promptly comply with:
- (a) The Authority may issue an order to the Licensee requiring the Licensee to cease any continuation of the violation,

- (b) The Authority may require the Licensee to remedy the effects of the violation, in a manner determined by the Authority,
- (c) The Licensee shall issue a public apology for its violation, in wording acceptable to the Authority, that the Licensee arranges to have prominently published, at its cost, in a newspaper of general circulation in the Licensed Regions for two (2) consecutive days,
- (d) The Authority may suspend one or more of the rights granted to Licensee under the Licence, for so long as the Authority considers appropriate in the circumstances.

## **ARTICLE 11 - TERMINATION AND AMENDMENT**

### **11.1 TERMINATION OF THE LICENCE**

11.1.1. The Licence shall remain in force until it is terminated by one of the following events:

- (a) The term of the Licence expires without renewal,
- (b) The Licensee agrees to the termination of this Licence, or
- (c) The Licence is suspended or terminated in accordance with the Act, Rules or Regulations, or the provisions of this Licence.

### **11.2 AMENDMENT**

11.2.1. This Licence may be amended by written agreement between the Licensee and Authority, or pursuant to the provisions of the Act, Rules or Regulations.

## **ARTICLE 12 - GENERAL**

### **12.1 NO LIABILITY BY THE AUTHORITY**

12.1.1. Without prejudice to the rights of the Licensee under section 7 of the Act, no suit, prosecution or other legal proceeding shall lie against the Authority or Board or any member or employee of the Authority or Board in respect of anything done or intended to be done by the Authority or Board in the good faith exercise of its powers.

### **12.2 FORCE MAJEURE**

12.2.1. The Licensee shall have no liability for any failure or delay in complying with any provision of this License if the failure or delay is caused by circumstances that are beyond the reasonable control of the Licensee, such as war, invasion, military operations, earthquakes, volcanoes, riots, and any like event of force majeure, provided that such exemption for liability is limited to a period equivalent to the duration of the force majeure.

### **12.3 COMMUNICATION WITH THE LICENSEE**

- 12.3.1. The Licensee shall maintain on file with the Authority a current address for the Licensee, including telephone number, fax number and email address, and the name and title of a contact person, for the purposes of receiving communications from the Authority. Any notice or other communication to the Licensee permitted under this Licence may be given by hand delivering the same, or by mail, facsimile, or electronic mail addressed to the Licensee at its most recent address on file with the Authority.

## **ARTICLE 13 - INTERPRETATION AND DEFINITIONS**

### **13.1 INTERPRETATION**

- 13.1.1. In this Licence, words importing the singular shall include the plural and vice versa.
- 13.1.2. Words denoting persons shall include body corporate and unincorporated associations of persons and vice versa.
- 13.1.3. The headings in this Licence shall not affect its interpretation.
- 13.1.4. Any reference, express or implied, to any legislation (including rules and regulations issued pursuant to that legislation) includes references to that legislation (and rules and regulations) as it may be amended, modified or repealed and re-enacted or repromulgated from time to time.

### **13.2 DEFINITIONS**

- 13.2.1. Unless the context otherwise requires, capitalized words and expressions in this Licence that are not otherwise defined in this Licence, shall be defined in the same manner as these words and expressions are defined in the Act and the Rules.
- 13.2.2. Unless the context otherwise requires, the following terms used in this Licence shall have the meanings indicated below:

**“Act”** means The Pakistan Telecommunication (Re-organization) Act, 1996.

**“Authority”** means the Pakistan Telecommunication Authority established under section 3 of the Act.

**“Basic Public Telephone Access Service”** means a Local Loop Telecommunication Service providing access to the Public Switched Network and comprised of technical features which permit the establishing of a telephony channel capable of allowing users to make and receive local, long distance and international real time voice telephone calls.

**“Board”** means the Frequency Allocation Board, or any successor thereto.

**“Effective Date”** means the date on which this Licence is issued by the Authority.

**“Federal Government”** means the Federal Government of Pakistan.

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**“Financial Year”** means the period of twelve (12) months from July 1<sup>st</sup> to June 30<sup>th</sup> in respect of which the Licensee is required to make up its Annual Report and Audited Accounts.

**“Freephone Service”** means the service of routing a telephone call with a non-geographic number, with no charge to the calling party.

**“Interconnection Rules”** means the Rules relating to interconnection.

**“ITU”** means the International Telecommunication Union.

**“Licence”** means this Licence, the terms and conditions applicable thereto, and any amendments/modifications thereto.

**“Licensed Region”** means the Region described in Appendix 1 to this Licence.

**“Licensed Services”** means all Mandatory Services and other Telecommunication Services not prohibited under this licence.

**“Local Loop”** means a communication channel, provided with or without a pair of wire(s), from a switching center to a customer’s telephone or other Terminal Equipment

**“Limited Mobility Communication Service”** means a Mobile Communication Service that satisfies all of the following conditions (a) it follows the numbering plan established by the Authority for the Public Fixed Switched Network, (b) in which customers cannot authenticate or use their Terminal Equipment with a Telecommunication System of another licensee, (c) in which a Customer’s Terminal Equipment may obtain access to the Mobile Communication Service using a single pre-defined network base station, and (d) it is restricted to one telecommunication region as determined by the Authority.

**“Long Distance”** means end to end communication between points that are (i) located in different Regions or (ii) such other distance apart as the Authority may, by Regulation, specify.

**“Long Distance And International”** means Long Distance and end to end communication between points that are located in Pakistan with points that are located outside of Pakistan.

**“Mandatory Services”** means the Telecommunication Services that the Licensee must provide under this Licence, and which are described in section 1.1.2 herein.

**“Mobile Communication Service”** means a wireless-based Telecommunication Service where the Terminal Equipment may be connected to the Telecommunication System by wireless means and used while in motion.

**“Network Connection Point”** is a location at which other Operators can send to or receive from the Licensee voice or data traffic originated by or destined for the Licensee’s customers.

**“Network Termination Point”** means any point of termination on a Telecommunication System at which Terminal Equipment may be connected.



**“Number Portability”** means a facility provided by any licensed provider of Telephone Services to another such Licensee which enables any user to whom a telephone number has been assigned to continue to be provided with Services using the same number irrespective of the identity of the service provider providing the service.

**“Operator”** means any person authorized by a licence issued by the Authority to provide Telecommunication Services of any kind or to establish, maintain and operate a Telecommunication System.

**“Premium Rate Service”** means the service of routing a telephone call with a non-geographic number with a premium rate charged to the calling party, or such other or further definition as the Authority may, by Regulation, specify.

**“Private Circuit”** means a Telecommunication Service that provides for transmission capacity for dedicated circuits between specific locations and does not enable the user to control the switching functions.

**“Public Voice Telephone Services”** means the commercial provision to the public of the transmission and switching of voice in real time between public switched Network Termination Points, enabling any user to use equipment connected to such a Network Termination Point to communicate with a user connected to another Network Termination Point.

**“Region”** means a telecommunication region, as determined by the Authority.

**“Regulations”** means all or any regulations issued from time to time under the Act.

**“Rules”** means all or any rules issued from time to time under the Act.

**“SMP”** means significant market power as that term is defined in the Rules.

**“VSAT”** means very small aperture terminal.

**“VSAT Services”** means satellite communications services utilizing very small aperture terminals capable of satellite communications.

**“USO”** means Universal Service Obligations as defined in Rules / Regulations issued from time to time.

**APPENDIX1 – LICENSED REGION**

## **APPENDIX2 – RADIO FREQUENCY SPECTRUM ASSIGNMENT, TERMS AND CONDITIONS**

### **1.1 RADIO FREQUENCY SPECTRUM ASSIGNED TO LICENSEE**

- 1.1.1. Subject to the terms and conditions of this Licence, the Licensee is assigned the following radio frequency spectrum for use in providing the Licensed Services in the Licensed Region(s):

*[insert description of radio frequency spectrum band, technical parameters and Licensed Region(s)]*

### **1.2 RADIO FREQUENCY SPECTRUM PERFORMANCE REQUIREMENTS**

- 1.2.1. Prior to 18 (eighteen) months from the Effective Date, and at all times thereafter, the Licensee shall establish, maintain and operate in each Licensed Region identified in section 1.1.1 of this Appendix 2, as part of its Telecommunication System, at least the following number of radio base stations that operate on the radio frequency spectrum assigned to Licensee and described in this Appendix 2, where the radio base stations are being used on a continuous basis to provide Mandatory Services on a commercial basis to at least the following number of customers:

- (a) Number of radio base stations: *[insert number]*
- (b) Number of customers: *[insert number]*

### **1.3 FEES RELATED TO RADIO FREQUENCY SPECTRUM**

- 1.3.1 In addition to any other fees payable by the Licensee under the Licence, the Licensee shall pay an initial fee to the Authority in the amount of:

*[insert number]*

- 1.3.2 In addition to any other fees payable by the Licensee under the Licence, the Licensee shall pay an annual fee to the Authority in the amount of:

*[insert number]*

### APPENDIX3 – QUALITY OF SERVICE STANDARDS

- 1.1 The Licensee shall take reasonable and prudent measures to ensure that its Telecommunication System and Licensed Services are available and operate properly at all times.
- 1.2 Any fault in any component of its Telecommunication System or Licensed Service shall be repaired as early as possible.
- 1.2 During each calendar month, Licensee shall meet or exceed the following quality of service standards (except for causes attributable to another Operator or a service provider that provides telecommunication services outside Pakistan):

Quality of Service Indicator	Standard
(a) Maximum incidence of line faults that result in the customer being unable to use Basic Public Telephone Access Service to make a call to another end user on the PSTN	37 per 100 main lines
(b) Maximum fault clearance time from time when fault is identified and reported to Licensee and when the fault is corrected	95% with 24 hours; 100% within 48 hours
(c) Maximum call failure rate, where call failure means the failure to establish a connection using Basic Public Telephone Access Service with a called number, whether or not the called party answers	2.75% for local calls 4.1% for national long distance calls 6.5% for incoming international calls 4.1% for outgoing international calls
(d) Billing complaints	0.2 per 100 bills issued